

## To: The United States District Court for the District of Rhode Island

Notice to the agent is notice to the principal, notice to the principal is notice to the agent. UCC I -202: notice, knowledge. An instrument is deemed in law filed at the time it is delivered to the clerk. See *Biffe v. Morton Rubber, Inc.*, 785 S.W. 2d 143, 144 (tex. 1990).

**Case number:** 1:19-cv-00535-MSM-LDA

Leonitus Jabir Bey

Plaintiff, Claimant

v.

Lt. Esposito, et al

Defendant(s)

## CURATIVE AFFIDAVIT FOR THE FILING FEE

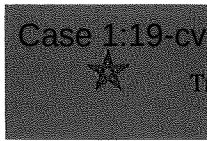
**Date:** 29 Safar 1441: [28 October, 2019]

DISTRICT OF RHODE ISLAND  
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 FILED

In response to the 'Order' of Mary S. McElroy of the United States District Court for the District of Rhode Island, regarding the claim I filed with the Federal Court. This affidavit is being sent to the courts to cure the order requesting *"financial information or pay the initial filing fee of \$400.00 on or before 11/5/2019."*

One cannot be asked nor demanded to "pay" a "fee" in United States Dollars, supported by the constitution for the united States of America, Article 1 section 10: **"No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts;"**

Thus, according to the constitution and the fact that a fee and a debt are the same, no State or Federal government, agency, subsidiary, agent, official or officer can ask, request, nor demand that debts or fees be paid, cured, satisfied or the like, in United States Dollars. As the USD or Federal Reserve Note is not backed by gold or silver coin, thus, a direct violation of the Constitution set at Article 1 section 8. In addition, United States Codes, Title 12 § 411, stated



that the obligation of Federal Reserve Notes / USD notes belong to the United States and not the American people. See 28 USC 3001 (15)(A) the United States is a corporation.

Since the United States Dollar a.k.a. USD a.k.a. Federal Reserve Note a.k.a Fiat a.k.a. Commercial Paper is not backed by anything of value the Supreme Court Justice in the United States Supreme Court case DON E. WILLIAMS CO. v. COMMISSIONER (1977) No. 75-1312 Argued: December 8, 1976 Decided: February 22, 1977, stated that *“A promissory note cannot properly be equated with a check, since a note, even when payable on demand and fully secured, is still only a promise to pay...”*. If you can provide case law contrary to these facts of law, then it becomes obvious that a fee cannot be paid with a promise to pay.

Additionally, according to the 4<sup>th</sup> Amendment, the people have the right to be secure in their person, papers and effects. Meaning we have the right to privacy; therefore, the courts cannot lawfully demand financial statements. Additionally, according to the United Nations, Article 7 of the declaration on human rights state that all men are equal before the law. Additionally, in the unanimous declaration of independence of the united States, it also declared all men equal. Since it is declared that all men are equal, if a pauper can proceed in court without paying any fees, then that right is reserved to all men. Failure to allow me to proceed pro bono based on the above referenced points of law is a violation of my right to sue, my right to seek remedy, my right to free speech and constitutes violations against my constitutional rights by not only placing obligations on contracts but infringing on my right to privacy and my right to seek remedy. See 18 USC 248 Deprivation of relief benefits; 18 USC 242 Deprivation of rights under color of law, et alia.

In regards to the “motion for leave to proceed in forma pauperis”, no such motion was made. I filled out the Courts “APPLICATION TO PROCEED IN DISTRICT COURT



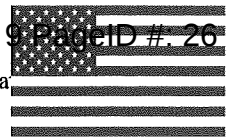
WITHOUT PREPAYING FEES OR COSTS”, and nowhere on said document have I listed myself as a poor person, prisoner or pauper. In fact, it was demanded to proceed **pro bono** pursuant to and in accord with the DON E. WILLIAMS CO. v. IRS COMMISSIONER case and the CLEARFIELD TRUST CO. v. UNITED STATES, 318 U.S. 363 (1943) case and as stated in UNITED STATES v. NATIONAL EXCHANGE BANK, 270 U. S. 527, 270 U. S. 534, where it was stated that “*The United States, as drawee of commercial paper, stands in no different light than any other drawee.*” Meaning, since the Treasury prints the USD for the Federal Reserve Bank, being private, the Bank and its members are the only person(s) responsible with the debts, fees and promises associated therewith. Thus, it is unconstitutional for any governmental Federal Agency to ask any natural person to pay any fee in anything other than gold or silver coin according to the Constitution which all persons in or otherwise acting as government take an oath or affirmation to support, defend and uphold.

According to the operations of law, if a response is not made to cure the alleged filing fee, then the order made by McElroy stands in law and equity as valid and true contract. Pursuant to Henry Campbell Black’s Law Dictionary, 4<sup>th</sup> edition, the word ‘Contract’ is defined as:

*“An agreement, **upon sufficient consideration**, to do or not to do a particular thing. 2 Bl.Comm. 442; 2 Kent, Comm. 449. Justice v. Lang, 42 N.Y. 496, 1 Am.Rep. 576; Rabon v. State Finance Corporation, 203 S.C. 183, 26 S.E.2d 501, 502.”*

According to the same Law-Dictionary, the word ‘Consideration’ and ‘Legal Consideration’ are defined as follows:

**CONSIDERATION.** *Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the*



*defendant. Patteson, J., in Langd. Sel. Cas. Contr. 168; s. c. 2 Q.B. 851; Miller v. Bank of Holly Springs, 131 Miss. 55, 95 So. 129, 130, 31 A.L.R. 698. "Nothing is consideration that is not regarded as such by both parties."*

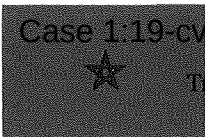
**LEGAL CONSIDERATION.** *One recognized or permitted by the law as valid and lawful; as distinguished from such as are illegal or immoral. The term is also sometimes used as equivalent to "good" or "sufficient" consideration. See Sampson v. Swift, 11 Vt. 315; Albert Lea College v. Brown, 88 Minn. 524, 93 N.W. 672, 60 L.R.A. 870.*

As it is well established that a contract is an agreement upon sufficient consideration and consideration is defined as something of value in the eyes of the law or regarded as such by both parties. I state for the record that I do not agree nor consent to make any alleged payments of any alleged fee in anything but gold or silver coins.

I hereby offer the United States District Court for the District of Rhode Island, One-(1)-Troy Oz .999-Fine silver-coin valued at \$913 (see usdebtclock.org), as my good faith attempt to cure this alleged 'filing fee'. If the offer of One-Troy Oz .999-Fine silver-coin is refused then the alleged fee is henceforth and forever cured.

**See: Uniform Commercial Code 3-603 TENDER OF PAYMENT (b)** *If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.*

This offer is being made in honor and for the fact that the 116<sup>th</sup> Congress on the 22<sup>nd</sup> day of March, 2018, entered House Resolution 5404 onto the floor of Congress. This House



Resolution declared to the public and the American people that the United States Dollar aka Federal Reserve Note, has lost 96% of its value. Meaning, the United States Dollar, in the view of the law has little to no value and cannot be used as 'lawful' or 'Legal' 'Consideration'.

Also see the following Res Judicate:

*A note even when and payable on demand and fully secured, is still only a promise to pay... Since Federal Reserve Notes are not secured and payable on demand, they are only a promise to pay and not payment. (429 US 569, L, ED2d 48, 97 S Ct 850).*

*A debt is not paid by the giving of a note. (Nolan Co.vs. Maryland Causality, 38F. Supp. 479)*

*A note is only a promise to pay and not payment. (Fidelity Saving Bank vs. Grimes, 131 P 2d 894)*

*A check payable in notes is an altered instrument and void. (M.R, S, 1954 C.188, Section 124 and 125)*



See: Leonitus Jabir Bey v. THE COMMONWEALTH OF MASSASACHUSETTS and Jamhal Talib Abdullah Bey v. Nick Oldfield. Whereas, both federal courts moved forward with both cases pro bono. Failure to do so will be knowingly and willfully violating the 'full faith and credit' clause of the constitution for the united States of America etc.

**UNDER PENALTY OF PERJURY**

### **Affirmative Defense Rebutle**

1. The defendant cannot deny the allegations and then admit to the same allegations in #11 in said affirmative defense. (Defendant claims to have “no knowledge of said alleged acts being illegal and/or unconstitutional...” in point #11 of his defense and denies all allegations contained in the complaint. Defendant has, by his own admission, agreed to punching me in the face. How does Defendant qualify for such immunity when Defendant has taken an oath to uphold the constitution for the united States of America? It is a felony and federal crime to violate or deprive citizens of their constitutionally protected rights.)
2. State courts have no power to adjudicate on any claims made on or against my behalf because they do not possess subject-matter nor personal nor territorial jurisdiction, further barring any alleged convictions or judgements against me unless, a DOA can be submitted by the courts providing proof they are an Article III court and hold said jurisdiction. Any and all alleged judgments attempted to be placed upon me by said State court are void for lack of jurisdiction and there is a demand to cease and desist all motions in regards to said fraudulent claims.)
3. I demand a public apology along with compensation of 9 million U S D, or lawful money which according to Henry Campbell Black’s law dictionary 5<sup>th</sup> edition is gold and or silver. For said complaints and violation mentioned in cover sheet along with medical conditions, PTSD and permanent mental and emotional damage.
4. According to the constitution for the united states of America north continent presented 1787 ratified 1791 article 111 section 1 and 2 complaint does have subject matter jurisdiction. (Only Article III courts have subject matter jurisdiction as the federal question of jurisdiction arises pertaining to the constitution and treaties. Only Article III courts have the authority to adjudicate and provide remedy to matters of diversity of citizenship per our binding Treaty Of Peace and Friendship between Morocco and the United States 1787 Article 20 and 21 )

5. I only conducted myself in a peaceful manner, defendants allegations against my conduct contradicts timing of arrest and alleged charges in state court etc.
6. The defendant's initial approach with a Taser in hand, when was conduct observed?
7. All damages were caused by defendant's initial approach with a Taser in hand which escalated the situation. (I conducted myself in a peaceful manner when interacting with the Defendant which escalated to the point of assault when he acted emotionally violent in an unconstitutional traffic stop. Thus violating my fourth amendment right.)
8. The defendant loses all immunity when violating his oath to the constitution, per the 4<sup>th</sup> amendment (Defendant loses immunity when acting outside the scope of his jurisdiction, acting with excessive force and acting under color of law when he treated a traffic stop as a criminal investigation when no injured party exists, see *Miller v. U.S.*, 230 F.2d 486, at 489 (1956).)
9. Waiver of constitutional rights not only must be voluntary. They must be knowingly intelligent acts done with sufficient awareness *Brady v. U. S.* Defendant acted outside of his code, conduct and oath to the constitution (?)
10. The defendant's initial approach with Taser in hand shows malice. Defendant's vulgarity caused distress fear and confusion. Defendant acted with no regard for my safety and was aggressive on initial approach (It is a general rule that an officer, executive, administrative... or otherwise, who acts outside the scope of his jurisdiction and without authorization of law may thereby render him amenable to personal liability, see *Cooper v. O'Connor*.)
11. Defendant cannot qualify for immunity which would be granted by the same constitution which he violated his oath to defend, by violating my 4<sup>th</sup> amendment right. Defendant's scope of official duties do not promote aggression, violence, or aggressive behavior on initial approach. Defendant admits/stipulates to my claims. Defendant claims he lacked knowledge that his conduct was illegal or unconstitutional. Lack of knowledge is no excuse! Defendant admits there is a specific time in which he was violating my rights. (Ignorance of the law is no excuse, "The common law is the real law, the Supreme law of the land, the code, rules, regulations, policy and statutes are not the law", see *Self v. Rhay*, 61 Wn (2d) 261.)

12. The defendant initially approached aggressively with a dangerous weapon in his hand screaming "is this what you want"? Escalating the situation on his own accord, will and intent. Civil infractions are not held as probable cause also probable cause must precede reason for a stop or search. Furthermore probable cause is not an offense, nor an arrestable offense. As well as probable cause must follow observation. (Traffic infractions are not crimes and should not lead to assault or arrest, see Cal v. Farley, 98 Cal. Rep. 89, 20 CA 3d 1032.)

13. I cannot state an action under 42 U.S.C section 1983 because ( The original filing is under Title 18 diversity of citizenship and due to the fact that the state lacks jurisdiction the proceeding was to be halted by collateral estoppel and the state decision voided. );

a) I am not a student of any U.S. institute nor do I conduct business with their school officials nor is the defendant in such capacity per 42 U.S.C section 1983

Original cause of action was/is stated in civil cover sheet. Original cause of action is what arose the federal question issue of diversity of citizenship title 18. My due process per amendment 5 of the constitution was violated as well as my 4<sup>th</sup> amendment rights. Therefore 42 U.S.C section 1983 cannot apply due to the unconstitutionality of color of authority.





I, Leonitus Jabir Bey, under penalty of perjury and persecution from the Moorish nation do declare and state for the record, to the best of my ability, that all claims and statements made in this affidavit are true, factually based and not made for, nor intended to be used for fraud, misrepresentation, misprision nor usurpation. A Free Moorish American national and citizen of the free National Government of Morocco. I am:

Leonitus J. Bey. In honor of my Moabite ancestors to time immemorial, exercising the Divine and Common-Law-Right to Jus Postliminii, in accord with the high principles of Love, Truth, Peace, Freedom and Justice.

On this 29 day of October in the year 1441. [Moorish calander]

On this 28 day of October in the year 2019. [Gregorian calander]

Consul: Jamhal Talib Abdullah Bey

Grand Sheik Jamhal Talib Abdullah Bey – Pursuant to the proceedings and debates of the 90<sup>th</sup> congress first session volume 113 part 12, June 1967, the 14<sup>th</sup> amendment is unconstitutional and those Moors branded as ‘black’, ‘negro’, ‘Latino’, ‘African-American’, ‘West-Indian’ etc. are not and cannot be citizens of what is known as ‘The United States of America’ (minor) nor the several States which are European colonies authorized to do business here freely on North American soil by the various Moorish Sultans dating back to the 1600s and the establishment of the first European colony by authorization of the Moorish Sultan.